

AGREEMENT BETWEEN

**GLENWOOD COMMUNITY SCHOOL
DISTRICT**

AND

**THE UNITED ELECTRICAL, RADIO,
AND MACHINE WORKERS OF
AMERICA**

UE LOCAL 865

"KITCHEN & CUSTODIAL STAFF"

2006-2007

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ARTICLE I

Agreement and Recognition

This agreement is made and entered into between the Glenwood Community School District (hereinafter referred to as the Employer) and the United Electrical, Radio, and Machine Workers of America (UE), and its Local 865 (hereinafter referred to as the Union).

WITNESSETH

Whereas, certain understandings have been reached which the Employer and the Union desire to incorporate into a written agreement.

Now, therefore, in consideration of the mutual covenants, it is hereby agreed as follows:

The Glenwood Community School District recognizes the Union as the exclusive bargaining representative for the employees of the Glenwood Community School District in the following bargaining unit:

Include: Custodians; Food Service including: Cooks, Dishwashers, Clerks, Cashiers and Workers.

Exclude: Head custodians, administrators, kitchen managers, supervisors, confidential employees, Central Office employees and secretaries, and all other employees excluded by Iowa Code Section 20.4.

Article II

Grievance Procedure

A. Grievance

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this agreement. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the section or sections of the contract involved. The grievance shall be presented to the designated Employer representative on forms mutually agreed upon and furnished by the Union. The grievance shall be signed and dated by the grievant and/or Union representative.

B. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceeding will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Definition

A "grievance" is defined as a claim by an employee that there has been a misinterpretation or misapplication of the specific terms of this agreement.

A "grievant" is the person or persons making the allegation of a contract violation.

A "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

D. Time Limits

The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The failure of any employee or the Union to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. A Supervisor's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

E. Individual freedom Clause

Any employee shall have the right to meet and adjust an individual complaint with the Employer.

F. Procedures

Any grievance shall be processed in the following manner:

Level One – An aggrieved person shall first discuss the grievance with the employee's immediate supervisor, either by the employee or in the company of another employee selected by the employee, with the objective of resolving the grievance informally. The discussion shall take place within seven (7) days of the time that the incident occurs giving rise to the grievance.

Level Two – If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) days after the discussion, the employee may file the grievance in writing with the employee's immediate supervisor. The immediate supervisor shall, within five (5) days after receiving the written grievance, give the aggrieved person the written answer.

Level Three – If the aggrieved person is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent of Schools within ten (10) days. The Superintendent shall within ten (10) days, after receipt of the grievance, meet with the aggrieved person and the employee's representative and such other persons as the Superintendent has designated to consider the grievance. Within ten (10) days after such meeting, the Superintendent or representative shall give the aggrieved person a written disposition of the grievance if settlement was agreed upon or, if not, his/her answer to the grievance.

Level Four – Within ten (10) days after the Superintendent's answer is given, the Union may request arbitration. If the Union does so, they shall specifically state what their objection to the Superintendent's answer is. A single arbitrator shall be selected from a list of seven (7) arbitrators provided by the Public Employment Relations Board (PERB). The two parties shall determine by lot who shall remove the first name. The strike procedure shall go on in this way until one name remains. That person shall be the arbitrator. The arbitrator shall render a decision within thirty (30) calendar days following the date of the arbitration hearing. The decision will be binding on both parties. An arbitrator's decision on a grievance may not change, alter, or amend the terms of the collective bargaining agreement and shall strictly and only interpret the specific provisions of the agreement.

The public Employer and the Union shall share equally the fees and expenses incurred by the arbitrator with the exception of cancellation fees which shall be paid by the party making the cancellation. Any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.

G. Meetings and Hours

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representative, heretofore referred to in this agreement.

The Union shall designate a representative who will act as chief spokesperson for the grievant at the level three meeting.

ARTICLE III

Dues Deduction

The monthly dues of any member of the UE Local 865, United Electrical, Radio, and Machine Workers of America, Kitchen and Custodial Staff, will be deducted from any participating member's monthly payroll. The Union agrees that there will be no deduction for political pac money or other money used for political purpose on a state or national scale.

The Employer shall remit the amount of dues so deducted to the Financial Secretary- Treasurer of UE Local 865 on a monthly basis, along with a report listing the names of all individuals from whom it deducted dues.

No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

The Employer shall have no responsibility for collecting said dues for any month the employee's regular salary check is insufficient to cover said deductions. The total deducted shall be remitted to UE Local 865.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the employer for the purposes of complying with the provisions of this article.

ARTICLE IV

Facilities and Equipment Usage

The union shall have the right to hold meetings on school district property after regular school hours, employees shall not attend if during their working hours. As appropriate such meetings will be scheduled with the district office or local school. The Union shall be provided with bulletin board space in each school. Only authorized representatives of the Union will use the designated bulletin board space for Union announcements and all material posted will relate only to the Union's official business. The parties agree that UE Local 865 shall have use of the school district's mail system, however, no employee shall process mail (i.e., read, review, prepare, etc...) during working hours.

ARTICLE V

Hours of Work

- A. Assignment. The administration shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the School District.
- B. The full-time custodial employee work day shall be an eight (8) hour day. The normal scheduled work week for custodian workers shall be forty (40) hours.

Overtime, i.e. time and one half, will be paid for hours worked in excess of forty (40) hours in a seven-day period beginning on Sunday and extending through Saturday, provided that the overtime has been approved in advance by the employee's supervisor.
- C. Twenty-four (24) hour notice will be given to the affected employee, for all non-scheduled, non-regular weekend duties.
- D. For fringe benefit purposes, an employee's eligibility for any benefit based on hours worked per day shall be calculated as total combined hours worked per day for the district regardless of what job class or classes in which the employee works. Employees will receive pay for all hours worked.
- E. Callback. The employer agrees that employees called back for duty by the employee's supervisor or supervisor's designee will be guaranteed a minimum of one (1) hour at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is called back for duty within the original one (1) hour period. Employees who are called back for work in excess of one (1) hour will be paid for actual time worked. To qualify for call back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift. Employees called back to work for mandatory meetings will be guaranteed a minimum of one (1) hour pay at the appropriate rate of pay.

ARTICLE VI

Seniority Provisions

1. Definitions

Seniority means an employee's length of continuous service with the Employer since the employee's date of employment. As long as an employee is employed in the bargaining unit, his/her seniority continues to accumulate. Any ties in seniority shall be broken by lot.

Seniority List – The Employer will prepare and post a list in the employee's lounge or on some bulletin board available to all employees on or before November 1 of each year. Protest of errors in, or omissions from, such list must be made to the District within thirty (30) days from the date of the posting of such lists and revisions thereof. If no protests are made within this thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

2. Promotions

Job promotions shall be given to the most highly qualified employee. Qualification shall be defined as knowledge, experience, certification, and ability to perform that job. When employee qualifications are equal, the most senior employee shall receive the position.

3. Break in Service/Loss of Seniority

Regularly scheduled breaks, such as summer break, for employees working less than twelve (12) months employment are not considered breaks in seniority or employment. Seniority shall accrue continuously from the original date of hire, unless broken by one of the following events:

- 1) Employee quits.
- 2) Employee retires.
- 3) Laid off employee fails to report to work within seven (7) days as outline in Article VII Section 7.2.
- 4) Employee terminated from employment.

ARTICLE VII

Staff Reduction and Recall

7.1 If the Employer determines it is necessary to lay off employees, the lay off shall be accomplished on a District wide basis in the following manner:

- 1) Lay offs will be by category of employees in the unit to wit:
Classification Categories:
 1. Custodians
 2. Cooks
 3. Dishwashers
Kitchen Worker
 4. Clerks
Cashier
- 2) Employees within the category selected for lay off will be compared using the following factors:
 - 1) Work Record
 - 2) Skills
 - 3) Experience
- 3) If the above factors are equal between the employees, the employee with the least seniority within the category will be laid off first. If seniority is the same, the date of hire shall prevail. (i.e., last hire = first reduced)

7.2 Recall

- 1) Laid off employees will have recall rights to a vacant position in that employee's classification for one (1) year from the date of last working for the District.
- 2) Employees shall be recalled in reverse order from the classifications in which they were laid off.
- 3) Laid off employees must keep the District informed of their current address in writing.
- 4) Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within five (5) calendar day of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing within five (5) days, and hand delivered with copies signed by both parties or by certified mail return receipt requested to the person issuing the recall notice. Rejection of recall shall terminate recall rights.
- 5) Recalled employees do not earn benefits or seniority while laid off but shall be restored to all unused accumulated sick leave upon recall and seniority shall begin to accrue again to be added to the employees prior seniority.

ARTICLE VIII

Procedures for Transfer

The superintendent shall have the final decision in all cases of involuntary transfer and may transfer employees for the improvement of the school system as a whole. However, the Employer may not arbitrarily exercise its right to transfer employees. Notification of administrative transfer will be given at the earliest possible date but in no case less than ten (10) calendar days prior to the transfer.

Employee requesting transfer from building to building is made as follows:

1. **Posting Vacancies**

The superintendent will post all vacancies for a minimum of seven (7) calendar days (excluding Christmas and Spring break) in advance of filling said vacancies. No position shall be filled unless current employees have been given a seven (7) calendar day period of time to request a voluntary transfer to said position. Following the posting, the Employer will review all timely filed transfer requests and shall transfer the most senior employee possessing the necessary skill, knowledge, experience, certification, and ability making a transfer request.

The transfer shall be made within fourteen (14) calendar days after said posting has been removed. Notice of summer vacancies will be mailed to the UE Local 865 President.

2. **Time Limitations for Posted Vacancies**

Requests for transfer must be made within seven (7) calendar days of the posting vacancy notice. Requests for transfer are kept for only one (1) school year. Renewal must be made each year.

3. **Advance Requests for Transfers**

All requests for transfer for the following year shall be in writing in the form of a letter sent to the Superintendent or designated representative.

ARTICLE IX

Holidays

It is agreed the employer will continue current holiday practice. The practice is outline below:

Employees working twelve (12) months per year, eight (8) hours per day, and forty (40) hours per week are entitled to nine (9) paid holidays. Those holidays are:

July 4, Labor Day, Thanksgiving, day after Thanksgiving, Christmas, New Years, Good Friday, Memorial Day and Presidents Day.

Employees working nine (9), ten (10), or eleven (11) months per year, eight (8) hours per day, and forty (40) hours per week are entitled to eight (8) paid holidays. Those holidays are:

Labor Day, Thanksgiving, day after Thanksgiving, Christmas, New Years, Good Friday, Memorial Day and Presidents Day.

Employees eligible for holidays required to work on a holiday will be paid their regular holiday pay and one and one – half (1 1/2) their regular hourly rate for hours worked.

ARTICLE X

Vacation

It is agreed the Employer will continue current vacation practice. That practice is outlined below:

Employees working twelve (12) months per year, eight (8) hours per day and forty (40) hours per week are entitled to the following vacation benefits:

2 weeks after one (1) year.
3 weeks after ten (10) years.
4 weeks after twenty (20) years.

Employees working ten (10) or eleven (11) months per year eight (8) hours per day, and forty (40) hours per week are entitled to the following vacation benefits, to be taken during working contract time:

1 week after one (1) year.

ARTICLE XI

Leave of Absence

11.1 Sick Leave

Employees shall be granted leave of absence for personal illness or injury with full pay at a rate of fifteen (15) days per year cumulative to one hundred ten (110) days. When the employee reports to work to begin a school year and has accumulated the maximum allowable amount of personal illness leave, the employee shall also be credited with an additional fifteen (15) days of personal illness leave. An employee may carry forward no more than one hundred ten (110) days to the subsequent school year.

If an employee is on sick leave during a regularly scheduled paid holiday, the employee's sick leave account shall not be charged for the holiday period. Leave shall be used in computation of any overtime hours as is provided by the Fair Labor Standards Act (FLSA).

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Employer shall pay the injured employee their regular salary for the first three (3) days of absence.

In no case shall an employee who calls in sick be required by the Employer to report to work.

11.2 Emergency and Immediate Family Illness

Employees shall be granted two (2) days per year leave of absence at their regular rate of pay for emergencies or family illness. Family illness shall include care of an ill or injured person in the immediate family (spouse, child, parent, and grandchildren who are permanent residents in the Employee's home).

11.3 Bereavement Leave

All employees will receive four (4) days of leave with pay, granted per event of the death of employee's spouse, child, stepchild, parent, brother, and sister.

Two (2) days leave, with pay, shall be granted per event of the death of step-parent, grandparent, spouse's grandparent, father-in-law, mother-in-law, brother-in law and sister-in-law.

11.4 Personal Leave

It is agreed the Employer will continue current personal leave practice. That practice is outlined below:

Employees working nine (9), ten (10), eleven (11) and twelve (12) months per year, eight (8) hours per day, and forty (40) hours per week are entitled to the following personal leave benefits:

Two (2) personal days per year, cumulative to four (4).

Employees working less than eight (8) hours per day shall be entitled to the following personal leave benefits:

One (1) personal day per year, cumulative to two (2).

11.5 Leave Without Pay

This leave must be arranged with the immediate supervisor and approved at the sole discretion of the superintendent in advance. The request and approval or denial shall be completed on a "leave of absence request form" furnished by the Employer. The employee may be asked to explain the reason for any leave time requested and restrictions may be imposed on requested leave time. An employee shall suffer no loss or be subject to prejudice regarding any of their rights of privileges.

The Employer recognizes that certain requests for leave without pay may be governed by the Family Medical Leave Act.

11.6 Union Leave

At the request of the Union, employees shall be granted an unpaid leave of absence for Union activities. Such employees shall accumulate seniority during such leave. Upon completion of such leaves of absence, employees shall be returned to their formerly held or like position at the rate of pay in effect at the time of return. An employee shall suffer no loss or be subject to prejudice regarding any of their rights or privileges. The Union leave shall not exceed a total of thirty (30) days per year for all employees. No more than one employee per classification can be gone at any one time. Except in the case of an emergency, thirty (30) days notice will be provided prior to the usage of any such leave.

11.7 Professional Leave

Employees may be granted a paid leave of absence to attend professional meetings or to visit other schools.

11.8 Jury Duty

An employee shall suffer no loss of salary by reason of jury duty. When jury duty pay has been received the Employer may require a copy of the check. The employee shall then forward a check equal to jury duty pay to the Employer. There shall be no loss of regular pay.

11.9 Bonus Schedule

Any employee working twenty (20) or more hours per week, and nine (9) months or more, who limits use of paid leave days in a year (excluding Bereavement Leave, Jury Duty, Professional Leave, and Vacation) will receive a bonus at the end of the year based on the following schedule:

Use zero (0) days:	\$150.00
Use one (1) day	\$100.00
Use two (2) days	\$75.00
Use three (3) days	\$50.00
Use four (4) or more days	\$0.00

ARTICLE XII

Wages

12.1 Pay Periods

Each employee will be paid twice monthly beginning in October, 2004.

12.2 Salary Increases

On the first day of the pay period for the time period commencing July 1, 2006, all bargaining unit employees shall receive a wage increase of \$0.35 per hour.

12.3 Shift Differential

The Employer shall pay a premium of \$0.40 per hour of the employee's regular straight time rate of pay for all work scheduled between the hours of 6:00 p.m. and 6:00 a.m.

12.4 Kitchen Managerial Substitution

When a kitchen worker assumes the management position for more than five continuous days, then on the 6th day and each consecutive day thereafter in that same position, he/she will be paid an additional \$1.00 per hour.

ARTICLE XIII

Insurance

The Employer agrees to provide all employees who are regularly scheduled to work forty (40) hours per week or more the following insurance programs already in place, or alternately, insurance programs providing protection equal to the current specifications:

13.1 Health and Major Medical

- A. The Employer will pay the monthly cost of single premium for each eligible employee for health and major medical insurance and one hundred twenty-five dollars (\$125.00) toward the monthly premium cost of a family policy. All eligible employees will contribute the first dollar (\$1.00) per month toward the premium for health and major medical insurance.
- B. Effective July 1, 2004, the Board has determined that eligible employees will be covered by the Steelworkers/U.E. Health and Welfare Fund Medical Insurance Plan.

13.2 Dental

The Employer will pay the cost of dental insurance for each eligible employee.

13.3 Optical

The Employer will pay the cost of optical insurance for each eligible employee.

13.4 Life

The Employer will pay the cost of life insurance for each eligible employee. The life insurance program will provide a minimum death benefit of twenty thousand dollars (\$20,000).

13.5 Disability

The Employer will pay the cost of long term disability insurance for each eligible employee.

13.6 Extra-Eligibility

The Employer will allow employees working less than forty (40) hours per week the option to enroll in any of the Employer's insurance programs by paying the premiums themselves to the Employer as long as the rules and regulations of the insurance carrier so permit under existing terms.

13.7 Coverage

The Employer provided insurance programs shall be for twelve (12) consecutive months, starting July 1, 2006 and ending June 30, 2007.

13.8 Notice of Change in Carrier

The Employer will provide the Union with at least one (1) month advance notice of change in insurance carrier.

ARTICLE XIV

Health and Safety

14.1 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the Employer.

14.2 Protective Equipment

The Employer shall furnish safety shoes, protective eyewear, and any other protective clothing or supplies the Employer requires for the safe performance of job duties.

14.3 Clothing

Custodians shall receive five (5) work shirts as needed, provided at no cost. The Employee Food Service employees shall not be required to wear uniforms unless provided by the Employer.

14.4 Hepatitis B Immunization

Hepatitis B Immunization will be provided by the Employer to any employee in a "first response" capacity, at no cost to the employee. This will be provided every three years or as otherwise medically required to maintain immunity.

Other employees who request such immunization and obtain the approval of the school nurse will also have it provided at no cost.

ARTICLE XV

Duration

- A. This Agreement shall be in full force and effective from July 1, 2006 to and including June 30, 2007.
- B. This Agreement is executed and agreed upon the ____ day of _____, 2006.

UNITED ELECTRICAL, RADIO, AND
MACHINE WORKERS OF AMERICA

Greg A. Cross 8/8/06
By Union Representative Date

Diana Shelt
By Local President Date

GLENWOOD COMMUNITY
SCHOOL DISTRICT

Joseph M. Scully 7/16/06
By District Representative Date

Linda Young 7/25/06
By Board President Date

MEMORANDUM OF AGREEMENT

The parties agree and acknowledge that the issue of Paid Break Period and Paid Lunch Period was one that could not be voluntarily settled as a term of the new contract. The Employer agreed to maintain current practice for an additional year with the understanding that if this issue is not resolved the Employer can take this issue to impasse for 2007-2008 contract without prejudice meaning that the same arguments can be made in 2007-2008 that were available in 1999 through 2006.

Joseph M. Scalzo
District Representative

7/16/06
Date

Neg A. Cross
Union Representative

8/8/06
Date